

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION SIX**

SAM LEVIN, INC. d/b/a
LEVIN FURNITURE¹

Employer

and

Case 6-RC-12761

TEAMSTERS LOCAL UNION NO. 30 a/w
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS²

Petitioner

REGIONAL DIRECTOR'S DECISION AND DIRECTION OF ELECTION

The Employer, Sam Levin, Inc. d/b/a Levin Furniture, operates retail stores selling furniture and related home furnishings in southwestern Pennsylvania and eastern Ohio. The Petitioner, Teamsters Local Union No. 30 a/w International Brotherhood of Teamsters, filed a petition with the National Labor Relations Board under Section 9(c) of the National Labor Relations Act seeking to represent a unit of all local drivers and helpers, lead persons, shuttle drivers, yard jockeys and over-the-road drivers employed by the Employer at its warehouse and distribution facility located in Smithton, Pennsylvania. A hearing officer of the Board held a hearing and the Employer filed a timely brief with me.

¹ The name of the Employer appears as amended at the hearing.

² The name of the Petitioner appears as amended at the hearing.

As evidenced at the hearing and in the brief, the parties disagree on the following issue: Whether the petitioned-for single facility unit is an appropriate unit for the purposes of collective bargaining; specifically, whether the Employer has rebutted the presumption that the petitioned-for single facility unit is appropriate, where the Employer also employs other drivers based at its retail stores.

The Petitioner seeks to represent a unit, as amended at the hearing, consisting of all local drivers and helpers, lead persons, shuttle drivers, yard jockeys, and over-the-road drivers based at the Employer's warehouse and distribution center in Smithton, Pennsylvania. Contrary to the Petitioner, the Employer asserts that the smallest appropriate unit consists of all local drivers and helpers based at certain retail stores in southwestern Pennsylvania and all over-the-road drivers based at one of its retail stores in northeastern Ohio, in addition to the petitioned-for unit. The Petitioner contends that its petitioned-for single facility unit is presumptively appropriate, and that the Employer has not rebutted this presumption. The Petitioner further asserts that the charter granted to it by the International Union restricts its representation to employees located in Westmoreland County, Pennsylvania, and therefore excludes the additional employees the Employer seeks to include.³ The unit sought by the Petitioner has approximately 45 employees, while the unit the Employer seeks includes about 60 employees. The Petitioner has indicated a willingness to proceed to an election in any unit found appropriate, notwithstanding the limitations imposed by its charter. There is no history of collective bargaining for any of the employees involved herein.⁴

³ Notwithstanding its charter restrictions, the Petitioner has been granted an exception by the International Union to permit it to represent certain employees employed by the Pennsylvania Turnpike in Harrisburg, Pennsylvania.

⁴ There was a prior representation case involving these parties, however. In Case 6-RC-11890, the Petitioner sought to represent the warehouse employees and drivers employed at the Smithton facility, but the Employer asserted that plant clerical employees should be included in the unit. Following a hearing, a Decision and Direction of Election issued finding that the appropriate unit included the plant clerical employees. An election was held and a certification of results issued on December 12, 2000. In the present case, no party asserts that the warehouse employees or plant clerical employees should be included in the petitioned-for unit of drivers and helpers, and I therefore make no finding on such issues.

I have considered the evidence and the arguments presented by the parties on the issue presented. As discussed below, I have concluded that that the smallest appropriate unit must include the local drivers and helpers based at certain of the Employer's southwestern Pennsylvania retail stores, but not the over-the-road drivers based at the Employer's northeastern Ohio retail store. Accordingly, I have directed an election in the unit found appropriate herein.

To provide a context for my discussion of the issue presented, I will first provide an overview of the Employer's operations. Then, I will present in detail the facts and reasoning that supports my conclusion on the issue raised herein.

I. OVERVIEW OF OPERATIONS

As noted, the Employer is engaged in the operation of retail stores selling furniture and related home furnishings in southwestern Pennsylvania and eastern Ohio. In southwestern Pennsylvania, the Employer operates six retail stores,⁵ one specialty bedding shop, and a warehouse and distribution facility. In eastern Ohio, the Employer operates six retail stores and one specialty clearance center. As set forth above, the Employer's sole warehouse and distribution facility is located in Smithton, Pennsylvania, and it is at this location that the Employer also has its corporate offices. All of the Employer's products purchased by customers from its retail stores, with the exception of floor samples and clearance items, are shipped from the Employer's Smithton facility, either directly to the customer, or first to a retail store staging area and then to the customer.

The Employer's transportation and delivery functions are under the direction of its Director of Transportation Scott Frazier. Director Frazier, in turn, reports to Vice President of Operations Wood Dingmann. Reporting directly to Frazier are two supervisors, Patrick Ferrell

⁵ These stores are located at Century III Mall in West Mifflin, Monroeville, Mt. Pleasant, Wexford, Robinson Township and Peters Township.

and Seth Niehaus.⁶ Reporting to the two supervisors are lead persons John David and Robert Angelo.⁷ Director Frazier divides his time between the Smithton facility and the Employer's retail store located in Oakwood Village, Ohio, spending approximately three days a week at the Smithton facility and two days a week in Ohio. Supervisor Ferrell is located at the Smithton facility, and Supervisor Niehaus is located at the Oakwood Village, Ohio retail store.⁸ The two lead persons are located at the Smithton facility.

At the Smithton facility, the Employer employs approximately 30-31 local delivery drivers and helpers, eight over-the-road drivers, two lead persons, two shuttle drivers and two yard jockeys.⁹ The local delivery drivers and helpers deliver the Employer's products from the Smithton facility directly to customers' homes, using medium weight trucks, each consisting of a 26 foot box attached to a cab. The drivers and helpers work in pairs, with the helper providing assistance to the driver in loading and unloading the truck and setting up the furniture in the customers' homes. The local drivers and helpers work Tuesday through Saturday and start their workday at 6 a.m. and finish in the mid to late afternoon. The delivery routes are determined by an administrative employee at the Smithton facility, using a computerized routing system.

The over-the-road drivers based at the Smithton facility deliver products from the Smithton facility to three of the Employer's southwestern Pennsylvania retail stores which are

⁶ The parties have stipulated, and I find, that Director Frazier and Supervisors Ferrell and Niehaus are supervisors within the meaning of Section 2(11) of the Act, in that they possess the indicia of supervisory status set forth in that section.

⁷ The parties are in agreement that lead persons David and Angelo are appropriately included in the petitioned-for unit.

⁸ As noted, the over-the-road drivers sought to be included by the Employer are also based at the Oakwood Village, Ohio retail store.

⁹ Also employed at the Smithton facility are 120 warehouse employees and 50 corporate office employees.

used as staging areas for customer deliveries, hauling two boxes with a cab.¹⁰ These three retail stores are located in Wexford, Pennsylvania; Robinson Township, Pennsylvania;¹¹ and Peters Township, Pennsylvania.¹² These retail stores are located approximately 35-56 miles from the Smithton facility.¹³ These over-the-road drivers also deliver products from the Smithton facility to the Employer's retail store in Oakwood Village, Ohio, which is located approximately 152 miles from the Smithton facility.¹⁴ These over-the-road drivers do not make deliveries to customers' homes. The Smithton-based over-the-road drivers report to Supervisor Ferrell, who is located at the Smithton facility.

The shuttle drivers deliver products from the Smithton facility to four of the Employer's southwestern Pennsylvania retail stores, located at Monroeville, Mt. Pleasant, Wexford and Century III Mall in West Mifflin, using 26 foot boxes attached to cabs. The shuttle drivers do not make deliveries to customers' homes. The yard jockeys move vehicles at the Smithton facility, and also assist in the warehouse. The parties are in agreement that all of the drivers and helpers based at the Smithton facility are properly included in the petitioned-for unit.

In addition to the Smithton facility, the Employer, as noted, also employs other local drivers and helpers and other over-the-road drivers, including 10 local drivers and helpers based at three of the Employer's southwestern Pennsylvania retail stores and six over-the-road drivers based at the Employer's Oakwood Village, Ohio retail store. The Employer asserts that these local

¹⁰ The over-the-road drivers must possess a Commercial Drivers License.

¹¹ The Robinson Township store is also referred to as The Pointe.

¹² The Peters Township store is also referred to as the South Hills or McMurray store.

¹³ The Employer's Director of Transportation testified that the Wexford and Robinson Township stores were each 50 miles from the Smithton facility and that the Peters Township store was about 40 miles from the Smithton facility. He further testified that these three stores were within 25 miles of each other, and that a 25 mile delivery radius from each of those stores would overlap a similar delivery radius from the Smithton facility. Further, according to MapQuest, the Wexford store is about 56 miles from the Smithton facility, the Robinson Township store is about 39 miles from the Smithton facility, and the Peters Township store is about 35 miles from the Smithton facility.

¹⁴ I have taken administrative notice of the distance between these locations, using MapQuest.

drivers and helpers based at three of the Employer's southwestern Pennsylvania retail stores, and the over-the-road drivers based in Ohio must be included in the unit found appropriate herein.

The 10 local drivers and helpers at issue herein are based at the three above-mentioned southwestern Pennsylvania retail stores, i.e., Wexford, Robinson Township and Peters Township.¹⁵ Like the Smithton-based local drivers and helpers, the 10 local drivers and helpers at issue deliver the Employer's products to customers' homes, using 26 foot box trucks. The products are first delivered by the over-the-road drivers in pre-loaded boxes from the Smithton facility to these retail stores during the night before the scheduled customer delivery. The local drivers and helpers report to the stores at 6 a.m., before the stores are open, hook up the boxes and make the deliveries to the customers' homes. When the customer deliveries are completed, the local drivers and helpers return the empty box to the retail store and turn in the required paperwork to a store office clerical employee or dock employee. These local drivers and helpers report to Supervisor Ferrell, who is located at the Smithton facility. There is a considerable overlap in the areas to which deliveries are made by the local drivers and helpers based at Smithton and the areas served by the drivers and helpers based at the southwestern Pennsylvania retail stores.¹⁶

The six over-the-road drivers at issue herein are based at the Employer's retail store in Oakwood Village, Ohio. They drive the empty boxes from the Oakwood Village, Ohio retail store to the Employer's Smithton facility and then return with the Employer's products from the Smithton facility to the Oakwood Village, Ohio retail store, and to other Ohio retail stores.¹⁷

¹⁵ The Employer has three other retail stores in southwestern Pennsylvania which do not serve as bases for local drivers.

¹⁶ Some of the local drivers based at the Smithton facility and the southwestern Pennsylvania retail stores make deliveries to customers in eastern Ohio.

¹⁷ It appears that these Ohio retail stores then serve as staging areas for local customer deliveries or for delivery to the other Ohio retail stores. The Employer does not contend that the local delivery drivers in eastern Ohio should be included in this unit, and did not introduce evidence regarding its customer delivery system in eastern Ohio. Presumably, the over-the-road drivers based in Ohio supporting the

These over-the-road drivers report to Supervisor Niehaus, who is located in the Oakwood Village, Ohio retail store, although they are also in contact with Supervisor Ferrell when they are at the Smithton facility.

All of the drivers at issue herein are covered by the same compensation plans and are eligible to receive the same fringe benefits. The Employer's local drivers are either paid hourly or on commission, which is based on a percentage of the value of the product delivered with a minimum base rate. The local drivers based at the Smithton facility can elect to be paid hourly or on commission. If paid hourly, the drivers spend about an hour each morning loading their trucks before they leave the facility. If paid on commission, the trucks are pre-loaded and the drivers spend only a few minutes at the facility before leaving to make deliveries. The local drivers paid by commission may be able to deliver two loads per day, and thereby earn a larger commission. The shuttle drivers and yard jockeys are paid hourly. The local drivers based at the southwestern Pennsylvania retail stores are paid based on commission. The Employer's over-the-road drivers are all paid on miles driven, regardless whether they are based at the Smithton facility or the Oakwood Village, Ohio retail store.

As noted, all drivers are eligible for the same fringe benefits, which include health insurance, life insurance, disability insurance, a 401(k) plan, profit sharing, and discretionary bonuses. In addition, all drivers are covered by the same employee handbook, participate in the same hiring process¹⁸ and wear uniforms.

There have been permanent and temporary transfers between the local drivers based at the Smithton facility and the local drivers based at the southwestern Pennsylvania retail

Ohio delivery system share many terms and conditions of employment with the Ohio local delivery drivers.

¹⁸ The Employer's employment applications are available at the Smithton facility, at its retail stores, and on-line. All applications are reviewed by the Employer's human resources department located at its corporate headquarters at the Smithton facility. Director Frazier and the two supervisors interview applicants, either at the Smithton facility or at a retail store, depending on where there is a need for an employee, and Director Frazier makes the hiring decisions.

stores. Since May of 2007, six drivers have permanently transferred from the Smithton facility to the southwestern Pennsylvania retail stores. Thus, of the 10 local drivers based at the southwestern Pennsylvania retail stores, six started their employment at the Smithton facility. In addition, when a local driver based at a southwestern Pennsylvania retail store is absent, either due to illness or a pre-scheduled vacation, a local driver from the Smithton facility may be assigned to report to the retail store, although this does not appear to be a frequent occurrence.¹⁹

In contrast to the transfers between the local drivers based at the Smithton facility and the local drivers based at the southwestern Pennsylvania retail stores, there has been only one permanent transfer between the over-the-road drivers based at the Smithton facility and the over-the-road drivers based at the Oakwood Village, Ohio retail store and this occurred in the early 2000's. Also, the Smithton over-the-road drivers do not cover for absences of the Ohio-based over-the-road drivers by reporting to the Oakwood Village, Ohio retail store.²⁰

II. ANALYSIS

The applicable law is well-settled. A single-facility unit is presumptively appropriate. The party opposing the single-facility unit bears the heavy burden of establishing that the unit has been so effectively merged into a more comprehensive unit, or is so functionally integrated, that it has lost its separate identity. In determining whether the presumption has been rebutted, the Board examines the following community of interest factors: (1) central control over daily operations and labor relations, including extent of local autonomy; (2) similarity of employee skills, functions, and working conditions; (3) the degree of employee interchange; (4) the

¹⁹ On some occasions, the route will not be covered; at other times, the route may be covered by a local driver working out of the Smithton facility; but at still other times, the route may be covered by a local driver working out of the retail store.

²⁰ While the routes of the Ohio-based over-the-road drivers will be covered by the Smithton over-the-road drivers, the Smithton over-the-road drivers do not change their reporting base.

distance between the locations; and (5) bargaining history, if any. J & L Plate, 310 NLRB 429 (1993).

Considering first the centralized control over daily operations and labor relations, including the extent of local autonomy, the Employer has considerable administrative centralization of its daily transportation operations and overall labor relations policies from its Smithton corporate headquarters. It is settled that centralization of operations and labor relations alone is insufficient to rebut the presumptive appropriateness of a single facility unit where there is evidence of significant local autonomy over labor relations. See New Britain Transportation Co., 330 NLRB 397 (1999).

With regard to the three retail store locations in southwestern Pennsylvania which serve as the home bases for the 10 local drivers and helpers at issue herein, it is clear that these retail stores have no connection with the Employer's transportation functions other than serving as staging areas for customer deliveries. The local drivers and helpers report to these stores before the stores are open and pick up their loads which had been delivered the preceding night from the Smithton facility. When the local drivers report back to the stores, their only contact with store personnel is to give paperwork to a clerical employee or a dock employee. The local drivers and helpers only other contact with the retail store location is that their pre-hire interview may have been conducted by the corporate Director of Transportation at the store. In contrast, the local drivers and helpers report to Supervisor Ferrell, who is located at the Smithton facility. Thus, the record establishes that the southwestern Pennsylvania retail stores have no local autonomy with regard to the Employer's transportation and delivery and labor relations functions. See Trane, 339 NLRB 866, 868 (2003) (facility lacked "any separate supervision or other oversight"); Waste Management Northwest, 331 NLRB 309 (2000) (common supervision of employees at both locations).

With regard to the Oakwood Village, Ohio retail store which serves as the home base for the six over-the-road drivers at issue herein, the situation is different. The Employer's corporate

Director of Transportation works at this location two days a week, and his direct report, Supervisor Niehaus, works full-time at this location. The Ohio-based over-the-road drivers report to Niehaus, while the Smithton-based over-the-road drivers report to Supervisor Ferrell at the Smithton facility. Thus, the Ohio over-the-road drivers have separate direct supervision on-site, which evidences a degree of local autonomy, which is not insubstantial in nature. The primary focus of an inquiry into local autonomy concerns the control that facility-level management exerts over employees' day-to-day working lives. See Cargil, Inc., 336 NLRB 1114 (2001) (finding separate autonomy based on separate supervisory staff); Renzetti's Market, 238 NLRB 174, 175-176 (1978) (emphasizing separate supervision).

Considering next the similarity of employee skills, functions, and working conditions, there is no significant difference between the local drivers and helpers based at Smithton and those local drivers and helpers based at the Employer's southwestern Pennsylvania retail stores. In this regard, it is noted that although all of the local drivers based at the retail stores are paid on the basis of a commission, and do not load their own trucks, some of the local drivers based at the Smithton facility are also paid on the basis of commission and do not load their own trucks.

However, as to the over-the-road drivers based at the Smithton facility and the over-the-road drivers based at the Oakwood Village, Ohio retail store, there appears to be a significant difference in working conditions. The Smithton-based over-the-road drivers report to Supervisor Ferrell, while the Ohio-based over-the-road drivers report to Supervisor Niehaus.

The third factor is the degree of employee interchange. There is evidence of substantial interchange between the local drivers based at the Smithton facility and the local drivers based at the southwestern Pennsylvania retail stores. Thus, there have been six permanent transfers from the Smithton facility to the retail stores since May 2007. Thus, of the 10 local drivers based at the southwestern Pennsylvania retail stores, six started their employment at the Smithton facility. On the other hand, there is evidence of only one instance of interchange

between the over-the-road drivers based at the Smithton facility and the over-the-road drivers based at the Oakwood Village, Ohio retail store. Lack of significant interchange between groups of employees is a “strong indicator” that employees enjoy a separate community of interest. See Executive Resources Associates, 301 NLRB 400, 401 (1991).

The fourth factor is the distance between the locations. As noted above, the Smithton facility is about 35-56 miles from the three southwestern Pennsylvania retail stores at issue herein. However, the Smithton facility is about 152 miles from the Oakwood Village, Ohio retail store.

The final factor is the bargaining history, if any. Here, there is no history of collective-bargaining. The Board has recognized that the absence of a bargaining history weighs in favor of the single facility presumption where, as here, no union seeks to represent the employees on a broader basis. See New Britain Transportation, supra at 398.

Based on the above and the record as a whole, I find that the Employer has rebutted the single facility presumption with regard to the 10 local drivers and helpers based at the Employer’s three southwestern Pennsylvania retail stores, but that the Employer has not rebutted the presumption with regard to the six over-the-road drivers based at the Oakwood Village, Ohio retail store.²¹ While the Employer has considerable centralized control over daily operations and labor relations, the over-the-road drivers based at the Smithton facility report to a separate supervisor than the over-the-road drivers based at the Oakwood Village, Ohio retail store. In addition, while there is a significant amount of interchange among the local drivers at

²¹ In its post-hearing brief, the Employer also asserts that its expanded unit is the smallest appropriate unit under a “community of interest” analysis. While I have determined that the Petitioner in this case is entitled to the presumption that its petitioned-for single facility unit is appropriate, I would reach the same result applying a community of interest analysis without giving the Petitioner the benefit of the presumptive appropriateness of its petitioned-for unit. That is, applying a community of interest analysis to the above-described employees, I conclude that the 10 local drivers based at the three southwestern Pennsylvania retail stores share such a strong community of interest with the petitioned-for unit of Smithton employees as to mandate their inclusion in the unit, but that the six over-the-road drivers based in Ohio do not share a sufficient community of interest with the petitioned-for unit as to warrant their inclusion in the petitioned-for unit.

issue herein, there is minimal interchange among the over-the-road drivers at issue herein.

Finally, the Oakwood Village, Ohio retail store is about three times farther from the Smithton facility than the southwestern Pennsylvania retail locations at issue herein.

III. FINDINGS AND CONCLUSIONS

Based upon the entire record in this matter and in accordance with the discussion above, I find and conclude as follows:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are affirmed.
2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction in this matter.
3. The Petitioner claims to represent certain employees of the Employer.
4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.
5. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All full-time and regular part-time local drivers and helpers, lead persons, shuttle drivers, yard jockeys, and over-the-road drivers employed by the Employer at its Smithton, Pennsylvania facility, and all regular full-time and part-time local drivers and helpers employed by the Employer at its Wexford, Robinson Township and Peter's Township, Pennsylvania retail store locations, excluding all over-the road drivers at the Oakwood Village, Ohio retail store location, all office clerical employees, and guards, professional employees and supervisors as defined in the Act, and all other employees.

IV. DIRECTION OF ELECTION

The National Labor Relations Board will conduct a secret ballot election among the employees in the unit found appropriate above. The employees will vote whether or not they wish to be represented for purposes of collective bargaining by Teamsters Local Union No. 30 a/w International Brotherhood of Teamsters. The date, time and place of the election will be

specified in the notice of election that the Board's Regional Office will issue subsequent to this Decision.

A. Voting Eligibility

Eligible to vote in the election are those in the unit who were employed during the payroll period ending immediately before the date of this Decision, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, in an economic strike which commenced less than 12 months before the election date, employees engaged in such strike who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Unit employees in the military services of the United States may vote if they appear in person at the polls.

Ineligible to vote are (1) employees who have quit or been discharged for cause since the designated payroll period; (2) striking employees who have been discharged for cause since the strike began and who have not been rehired or reinstated before the election date; and (3) employees who are engaged in an economic strike that began more than 12 months before the election date and who have been permanently replaced.

B. Employer to Submit List of Eligible Voters

To ensure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. *Excelsior Underwear, Inc.*, 156 NLRB 1236 (1966); *NLRB v. Wyman-Gordon Company*, 394 U.S. 759 (1969).

Accordingly, it is hereby directed that within 7 days of the date of this Decision, the Employer must submit to the Regional Office an election eligibility list, containing the full names and addresses of all the eligible voters. *North Macon Health Care Facility*, 315 NLRB 359, 361

(1994). The list must be of sufficiently large type to be clearly legible. To speed both preliminary checking and the voting process, the names on the list should be alphabetized (overall or by department, etc.). This list may initially be used by me to assist in determining an adequate showing of interest. I shall, in turn, make the list available to all parties to the election.

To be timely filed, the list must be received in the Regional Office on or before **August 30, 2010**. No extension of time to file this list will be granted except in extraordinary circumstances, nor will the filing of a request for review affect the requirement to file this list. Failure to comply with this requirement will be grounds for setting aside the election whenever proper objections are filed. The list may be submitted to the Regional Office by electronic filing through the Agency's website, www.nlrb.gov,²² by mail, or by facsimile transmission at 412-395-5986. The burden of establishing the timely filing and receipt of the list will continue to be placed on the sending party.

Since the list will be made available to all parties to the election, please furnish a total of **two (2)** copies of the list, unless the list is submitted by facsimile or e-mail, in which case no copies need be submitted. If you have any questions, please contact the Regional Office.

C. Notice of Posting Obligations

According to Section 103.20 of the Board's Rules and Regulations, the Employer must post the Notices to Election provided by the Board in areas conspicuous to potential voters for at least 3 working days prior to 12:01 a.m. of the day of the election. Failure to follow the posting requirement may result in additional litigation if proper objections to the election are filed. Section 103.20(c) requires an employer to notify the Board at least 5 full working days prior to 12:01 a.m. of the day of the election if it has not received copies of the election notice. *Club Demonstration Services*, 317 NLRB 349 (1995). Failure to do so estops employers from filing objections based on nonposting of the election notice.

²² To file the eligibility list electronically, go to www.nlrb.gov and select the **E-Gov** tab. Then click on the **E-Filing** link on the menu, and follow the detailed instructions.

V. RIGHT TO REQUEST REVIEW

Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, DC 20570-0001. This request must be received by the Board in Washington by **September 7, 2010**. The request may be filed electronically through E-Gov on the Agency's website, www.nlrb.gov,²³ but may not be filed by facsimile.

DATED: August 23, 2010

/s/Robert W. Chester
Robert W. Chester, Regional Director
NATIONAL LABOR RELATIONS BOARD
Region Six
William S. Moorhead Federal Building
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Pittsburgh, PA 15222

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420-4025
420-4033
420-5027
420-6280
440-3300

²³ To file the request for review electronically, go to www.nlrb.gov and select the **E-Gov** tab. Then click on the **E-Filing** link on the menu and follow the detailed instructions. Guidance for E-filing is contained in the attachment supplied with the Regional Office's initial correspondence on this matter and is also located under "E-Gov" on the Agency's website, www.nlrb.gov.